

Southern Pacific Transportation Company

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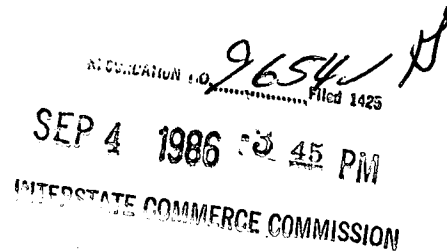
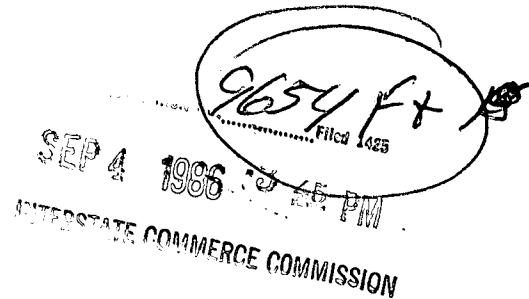
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THORMUND A. MILLER
VICE PRESIDENT AND GENERAL COUNSEL

August 29, 1986



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of
August 1, 1978, between Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., and Thrall Car Manufacturing Company

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of August 1, 1986, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of August 1, 1978, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of August 1, 1978, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., General Electric Company, General Motors Corporation, Greenville Steel Car Company, PACCAR, Inc., Portec Inc., Pullman Incorporated, and Thrall Car Manufacturing Company, recorded on August 25, 1978, at 4:15 p.m., and assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and Thrall Car Manufacturing Company, recorded on October 13, 1978, at 3:50 p.m., and assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and Thrall Car Manufacturing Company, recorded on January 5, 1979, at 2:05 p.m., and assigned Recordation No. 9654-B; and

Amendment Agreement dated as of October 15, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc., recorded on November 5, 1979, at 11:05 a.m., and assigned Recordation No. 9654-C.

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer, each dated as of August 1, 1986, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Second Supplemental Agreement dated as of August 1, 1986, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by
Second Supplemental Agreement

<u>Number</u> <u>Of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered

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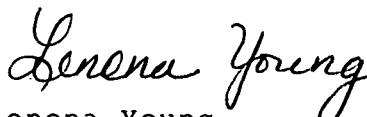
SP and numbered 6309 (GRIP Date - November,
1978).

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number Of Units</u>	<u>Description</u>
6	Gondola cars; Thrall Car Manufacturing Company, builder; lettered SP and numbered 329320, 329310, 323152, 323184, 323204, and 323186.

When the recording of the Second Supplemental Agreement
and Assignment and Transfer have been completed, will you
kindly endorse, with the pertinent recording information,
all executed counterparts thereof, and return the remainder
of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

SECOND
SUPPLEMENTAL AGREEMENT

9654-F
SEP 4 1986 3 45 PM
INTERSTATE COMMERCE COMMISSION
FIVE 1425

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of August 1, 1986, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of August, 1978.

WITNESSETH

WHEREAS, Thrall Car Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Builder"), and the Company have entered into a Conditional Sale Agreement dated as of August 1, 1978 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of gondola cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of August 1, 1978 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on August 25, 1978, and assigned Recordation No. 9654; and

WHEREAS, certain gondola cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 6309, (GRIP Date - November, 1978).

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Second Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Second Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract,


which shall be sufficiently evidenced by any such original counterpart. Although this Second Supplemental Agreement is dated for convenience as of August 1, 1986, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By 
Treasurer


Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Agent

By 
Corporate Trust Officer

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 11th day of August, 1986, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCort
Notary Public

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990